

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BROOME**

EDWARD FARTHING,

Index No.

Plaintiff,

v.

THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, NY; ST. CATHERINE'S ROMAN CATHOLIC CHURCH; ST. CATHERINE'S ROMAN CATHOLIC CHURCH SCHOOL; ST. FRANCIS OF ASSISI ROMAN CATHOLIC CHURCH; SUSQUENANGO COUNCIL, BOY SCOUTS OF AMERICA, INC.; and BADEN-POWELL COUNCIL, INC., BOY SCOUTS OF AMERICA,

SUMMONSDate Index No. Purchased:
November 4, 2019*Defendants.*

[Please see Attached Rider for Defendants' Addresses]

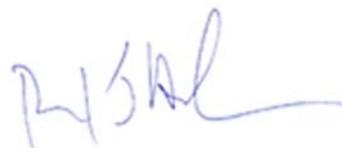
To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is one or more Defendant resides in Broome County, New York, which is located in Broome County, New York.

Dated: New York, New York
November 4, 2019

SIMMONS HANLY CONROY LLC



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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BROOME

EDWARD FARTHING,

Plaintiff,

v.

THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, NY; ST. CATHERINE'S ROMAN CATHOLIC CHURCH; ST. CATHERINE'S ROMAN CATHOLIC CHURCH SCHOOL; ST. FRANCIS OF ASSISI ROMAN CATHOLIC CHURCH; SUSQUENANGO COUNCIL, BOY SCOUTS OF AMERICA, INC.; and BADEN-POWELL COUNCIL, INC., BOY SCOUTS OF AMERICA,

Defendants.

Index No.

RIDER TO SUMMONS

Defendant/Counsel	Service Address
THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, NY	240 East Onondaga Street, Syracuse, Onondaga County, New York
ST. CATHERINE'S ROMAN CATHOLIC CHURCH	1031 Chenango Street, Binghamton, Broome County, New York
ST. CATHERINE'S ROMAN CATHOLIC CHURCH SCHOOL	1031 Chenango Street, Binghamton, Broome County, New York
ST. FRANCIS OF ASSISI ROMAN CATHOLIC CHURCH	1031 Chenango Street, Binghamton, Broome County, New York
SUSQUENANGO COUNCIL, BOY SCOUTS OF AMERICA, INC.	Binghamton, Broome County, New York
BADEN-POWELL COUNCIL, INC., BOY SCOUTS OF AMERICA	Binghamton, Broome County, New York

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COMPLAINT

Defendants.

JURY TRIAL DEMANDED

Plaintiff Edward Farthing, by his attorneys Simmons Hanly Conroy LLC and the Law Offices of Mitchell Garabedian, brings this action against The Roman Catholic Diocese of Syracuse, NY; St. Catherine's Roman Catholic Church; St. Catherine's Roman Catholic Church School; St. Francis of Assisi Roman Catholic Church; Susquenango Council, Boy Scouts of America, Inc.; and Baden-Powell Council, Inc., Boy Scouts of America, and alleges, on personal knowledge as to himself and on information and belief as to all other matters, as follows:

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over the Defendants pursuant to CPLR 301 and 302, in that the Defendants reside in New York.

2. This Court has jurisdiction over this action because the amount of damages Plaintiff seeks exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

3. Venue for this action is proper in the County of Broome pursuant to CPLR 503 in that one or more of the Defendants reside in this County.

PARTIES

4. Plaintiff Edward Farthing ("Plaintiff") is an individual residing in Portland, Multnomah County, Oregon.

5. Defendant The Roman Catholic Diocese of Syracuse, NY ("Diocese of Syracuse") is a religious corporation organized pursuant to the New York Religious Corporations Law, with its principal office at 240 East Onondaga Street, Syracuse, Onondaga County, New York. The Diocese of Syracuse is a Roman Catholic diocese. At all relevant times, the Diocese of Syracuse created, oversaw, supervised, managed, controlled, directed and operated various institutions of the Diocese of Syracuse, including at all relevant times, St. Catherine's Roman Catholic Church.

6. Defendant St. Catherine's Roman Catholic Church ("St. Catherine's Parish") was a Roman Catholic parish within and under the authority of The Diocese of Syracuse and was a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 1031 Chenango Street, Binghamton, Broome County, New York. At all relevant times, the Diocese of Syracuse created, oversaw, managed, controlled, directed and operated St. Catherine's Parish.

7. Defendant St. Catherine's Roman Catholic Church School ("St. Catherine's School") was a Roman Catholic elementary school within and under the authority of The Diocese of Syracuse and was apparently a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 1031 Chenango Street, Binghamton, Broome County, New York. At all relevant times, the Diocese of Syracuse and St. Catherine's Parish created, oversaw, managed, controlled, directed and operated St. Catherine's School.

8. Defendant St. Francis of Assisi Roman Catholic Church ("St. Francis of Assisi") is a Roman Catholic parish within and under the authority of The Diocese of Syracuse and a religious corporation organized pursuant to the Religious Corporations Law with its principal office at 1031 Chenango Street, Binghamton, Broome County, New

York. As a result of a corporate merger, Defendant St. Francis of Assisi is the legal successor to Defendants St. Catherine's Parish and St. Catherine's School.

9. Defendant Susquenango Council, Boy Scouts of America, Inc. ("Susquenango Council") was at all relevant times a New York domestic not-for-profit corporation with its principal office in Binghamton, Broome County, New York. At all relevant times, the Susquenango Council oversaw, managed, supervised, controlled, and directed individuals who served as supervisors, chaplains, and chaperones to minors on Boy Scout trips, including Father Edward C. Madore.

10. Defendant Baden-Powell Council, Inc., Boy Scouts of America ("Baden-Powell Council") is a New York domestic not-for-profit corporation with its principal office in Binghamton, Broome County, New York. As a result of a corporate merger, Baden-Powell Council is the legal successor of Susquenango Council.

FACTS COMMON TO ALL CLAIMS

11. In or about 1973, Father Edward C. Madore ("Father Madore") was ordained a Roman Catholic priest. At all times relevant to the allegations set forth herein, Father Madore was assigned by Defendant Diocese of Syracuse to serve as a priest of St. Catherine's Parish.

12. Plaintiff and his family were parishioners of St. Catherine's Parish. At all relevant times, Plaintiff was an altar boy at St. Catherine's Parish. From kindergarten to sixth grade, when Plaintiff was approximately five to twelve years of age, Plaintiff attended St. Catherine's School.

13. In or around 1976, when Plaintiff was approximately eleven years of age, Plaintiff met Father Madore when Father Madore was assigned to St. Catherine's Parish. At the time, Plaintiff was a Boy Scout. Father Madore would regularly visit St. Catherine's School where he would occasionally teach classes, as well as take Plaintiff and other children on Boy Scouts trips.

14. It was under these circumstances that Plaintiff came to trust and be under

the supervision of Father Madore, who used his position of trust and authority over Plaintiff to sexually abuse Plaintiff.

15. Father Madore sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff over 50 times from approximately 1976 or 1977 to approximately 1979, when Plaintiff was approximately eleven to approximately fourteen years of age. The abuse occurred on the property of St. Catherine's Parish, on the property of St. Catherine's School, and on Boy Scouts trips Father Madore oversaw, in violation of the laws of the State of New York.

16. Father Madore used his positions at St. Catherine's Parish, St. Catherine's School, and Susquenango Council, which granted him access to minors, to gain access to the minor Plaintiff and to sexually assault, sexually abuse, and/or have sexual contact with the Plaintiff.

Defendants' Responsibility for the Abuse Committed by Father Madore

17. At all times material hereto, Father Madore was under the management, supervision, employ, direction and/or control of Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council.

18. Through his positions at, within, or for Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council, Father Madore was put in direct contact with Plaintiff.

19. Father Madore used his position at, within, or for, Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council and the implicit representations made by them about his character that accompanied that position, to gain Plaintiff's trust and confidence and to create opportunities to be alone with, and sexually touch, Plaintiff.

20. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council had the duty to reasonably manage, supervise, control and/or direct priests who served as priests of St. Catherine's Parish and St. Catherine's

School, and as supervisors and chaplains for Susquenango Council, and specifically, had a duty not to aid pedophiles such as Father Madore by assigning, maintaining, and/or appointing them to positions with access to minors.

21. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council knew and/or reasonably should have known, and/or knowingly condoned, and/or covered up, the inappropriate and unlawful sexual activities of Father Madore, who sexually abused Plaintiff.

22. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council had a duty to the Plaintiff to properly supervise their agents and independent contractors to ensure that said agents and contractors did not use their positions with Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council as a tool for grooming and assaulting vulnerable children. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council knew or should have known that Father Madore used his positions at St. Catherine's Parish, St. Catherine's School, and the Boy Scouts to sexually abuse minor children, including the Plaintiff.

Consequences of the Abuse

23. Plaintiff suffered personal physical and psychological injuries and damages as a result of Father Madore's actions, as well as other damages related thereto, as a result of the childhood sexual abuse Plaintiff sustained.

24. As a direct result of Defendants Diocese of Syracuse's, St. Catherine's Parish's, St. Catherine's School's, and Susquenango Council's conduct described herein, Plaintiff suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, and physical manifestations of emotional distress. Plaintiff was prevented from obtaining the full enjoyment of life; has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling; and has incurred and will continue to incur loss of income and/or loss of earning capacity.

As a victim of Father Madore's sexual abuse, Plaintiff is unable at this time to fully describe all of the details of that abuse and the extent of the harm he suffered as a result.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Negligent Hiring/Retention/Supervision/Direction

25. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

26. Defendants Diocese of Syracuse, St. Catherine's Parish, and St. Catherine's School at all relevant times indicated that minors who attended St. Catherine's Parish and St. Catherine's School would be physically safe while in the presence of priests assigned to St. Catherine's Parish and St. Catherine's School. Defendants Diocese of Syracuse, St. Catherine's Parish, and St. Catherine's School entered into an express and/or implied duty to provide that when Plaintiff was a minor left in the presence of a priest assigned to, hired by, retained by, directed by, and/or under the supervision of Defendants Diocese of Syracuse, St. Catherine's Parish, and St. Catherine's School, Plaintiff would be kept reasonably safe and that that priest would not sexually abuse Plaintiff.

27. Defendant Susquenango Council at all relevant times indicated that minors who attended Susquenango Council Boy Scout trips would be physically safe while in the presence of priests present as supervisors, chaplains, and/or chaperones. Defendant Susquenango Council entered into an express and/or implied duty to provide that when Plaintiff was a minor left in the presence of a priest assigned to, hired by, retained by, directed by, and/or under the supervision of Defendant Susquenango Council, Plaintiff would be kept reasonably safe and that that priest would not sexually abuse Plaintiff.

28. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council owed a duty of care to all minors, including Plaintiff, who were likely to come into contact with Father Madore or under the influence or

supervision of Father Madore, to ensure that Father Madore did not use his assigned positions to injure minors by sexual assault, sexual abuse, or sexual contact in violation of the laws of the State of New York.

29. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council knew or should have known of Father Madore's propensity for the conduct which caused Plaintiff's injuries prior to, or at the time of, the injuries' occurrence.

30. The sexual abuse of children by adults, including priests, is a foreseeable result of negligence.

31. Father Madore sexually assaulted, sexually abused, and/or had sexual contact with Plaintiff while he was a priest and agent and/or contractor of Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council.

32. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council negligently hired, retained, directed, and/or supervised Father Madore, as they knew or should have known that Father Madore posed a threat of sexual abuse to minors.

33. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council were negligent in failing to properly supervise Father Madore.

34. At all times material hereto, Defendants Diocese of Syracuse's, St. Catherine's Parish's, St. Catherine's School's, and Susquenango Council's actions were willful, wanton, malicious, negligent, reckless, and/or outrageous in their disregard for the rights and safety of Plaintiff.

35. As a direct and proximate result, Plaintiff has suffered and will continue to suffer the injuries described herein.

36. Liabilities of St. Catherine's Parish were transferred to, or assumed by, St.

Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's Parish stated in this cause of action.

37. Liabilities of St. Catherine's School were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's School stated in this cause of action.

38. Liabilities of Susquenango Council were transferred to, or assumed by, Baden-Powell Council. As a result, Baden-Powell Council is liable to the Plaintiff for the damages caused by Susquenango Council stated in this cause of action.

39. By reason of the foregoing, Defendants Diocese of Syracuse, St. Francis of Assisi, and Baden-Powell Council are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

SECOND CAUSE OF ACTION

Negligence/Gross Negligence

40. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

41. At all times material hereto, with regard to the allegations contained herein, Father Madore was under the supervision, employ, direction and/or control of Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council.

42. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council owed Plaintiff, at the relevant times a minor, a duty to protect Plaintiff from Father Madore's sexual deviancy and the consequential damages, both prior to and/or subsequent to Father Madore's misconduct.

43. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council knew, or were negligent in not knowing, that Father Madore posed a threat of sexual abuse to minors.

44. The acts of Father Madore described hereinabove were undertaken, and/or enabled by, and/or during the course, and/or within the scope of his respective employment, appointment, assignment, and/or agency with Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council.

45. Defendants Diocese of Syracuse's, St. Catherine's Parish's, St. Catherine's School's, and Susquenango Council's willful, wanton, grossly negligent and/or negligent act(s) of commission and/or omission, resulted directly and/or proximately in the damages set forth herein at length.

46. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council:

- a. gave improper or ambiguous orders or failed to make proper regulations, and/or employed improper persons or instrumentalities in work involving risk of harm to others;
- b. failed adequately to supervise the activities of Father Madore;
- c. permitted, and/or intentionally failed and/or neglected to prevent, negligent and/or grossly negligent conduct and/or allowed other tortious conduct by persons, whether or not their servants and/or agents and/or contractors and/or employees, with instrumentalities under their control; and
- d. allowed the acts of omission and/or commission and/or any or all of the allegations set forth in this Complaint, to occur.

47. At all times material hereto, Defendants Diocese of Syracuse's, St. Catherine's Parish's, St. Catherine's School's, and Susquenango Council's actions were willful, wanton, malicious, negligent, reckless, and outrageous in their disregard for the rights and safety of Plaintiff, which amounted to conduct equivalent to criminality.

48. As a direct and/or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

49. Liabilities of St. Catherine's Parish were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's Parish stated in this cause of action.

50. Liabilities of St. Catherine's School were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's School stated in this cause of action.

51. Liabilities of Susquenango Council were transferred to, or assumed by, Baden-Powell Council. As a result, Baden-Powell Council is liable to the Plaintiff for the damages caused by Susquenango Council stated in this cause of action.

52. By reason of the foregoing, Defendants Diocese of Syracuse, St. Francis of Assisi, and Baden-Powell Council are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

THIRD CAUSE OF ACTION

Breach of Non-Delegable Duty

53. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

54. Plaintiff, when he was a minor, was placed in the care and supervision of Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council for the purposes of, *inter alia*, providing Plaintiff with a safe environment in which to participate in educational, youth, and recreational activities. There existed a non-delegable duty of trust between Plaintiff and these Defendants.

55. Plaintiff was a vulnerable minor when placed within the care of Father Madore, an agent and/or contractor of Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council.

56. At all times material hereto, Father Madore was under the supervision, employ, direction and/or control of the Defendants Diocese of Syracuse, St. Catherine's

Parish, St. Catherine's School, and Susquenango Council.

57. As a consequence, Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council were in the best position to prevent Father Madore's sexual abuse of Plaintiff, to learn of that sexual abuse of Plaintiff and stop it, and to take prompt steps to provide that Plaintiff received timely therapy to address the harm Plaintiff suffered resulting from Father Madore's sexual abuse of Plaintiff. Such prompt steps would have mitigated the extent of lifetime suffering Plaintiff has had to endure.

58. By virtue of the fact that Plaintiff was sexually abused as a minor entrusted to the care of Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council, Defendants breached their non-delegable duty to Plaintiff.

59. As a direct and/or indirect result of said conduct, Plaintiff has suffered the injuries and damages described herein.

60. Liabilities of St. Catherine's Parish were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's Parish stated in this cause of action.

61. Liabilities of St. Catherine's School were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's School stated in this cause of action.

62. Liabilities of Susquenango Council were transferred to, or assumed by, Baden-Powell Council. As a result, Baden-Powell Council is liable to the Plaintiff for the damages caused by Susquenango Council stated in this cause of action.

63. By reason of the foregoing, Defendants Diocese of Syracuse, St. Francis of Assisi, and Baden-Powell Council are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

FOURTH CAUSE OF ACTION
Breach of Fiduciary Duty

64. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

65. There exists a fiduciary relationship of trust, confidence, and reliance between Plaintiff and Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council. This relationship is based on the entrustment of the Plaintiff while he was a minor child to the care and supervision of the Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council. This entrustment of the Plaintiff to the care and supervision of Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council, while the Plaintiff was a minor child, required Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council to assume a fiduciary relationship and to act in the best interests of the Plaintiff, as well as to protect Plaintiff due to his infancy and vulnerability.

66. Pursuant to their fiduciary relationship, Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council were entrusted with the well-being, care, and safety of Plaintiff.

67. Pursuant to their fiduciary relationship, Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council assumed a duty to act in the best interests of Plaintiff.

68. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council breached their fiduciary duty to Plaintiff.

69. At all times material hereto, Defendants Diocese of Syracuse's, St. Catherine's Parish's, St. Catherine's School's, and Susquenango Council's actions and/or inactions were willful, wanton, malicious, negligent, reckless, and/or outrageous in their disregard for the rights and safety of Plaintiff.

70. As a direct result of said conduct, Plaintiff has suffered the injuries and damages described herein.

71. Liabilities of St. Catherine's Parish were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's Parish stated in this cause of action.

72. Liabilities of St. Catherine's School were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's School stated in this cause of action.

73. Liabilities of Susquenango Council were transferred to, or assumed by, Baden-Powell Council. As a result, Baden-Powell Council is liable to the Plaintiff for the damages caused by Susquenango Council stated in this cause of action.

74. By reason of the foregoing, Defendants Diocese of Syracuse, St. Francis of Assisi, and Baden-Powell Council are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

FIFTH CAUSE OF ACTION

Negligent Infliction of Emotional Distress

75. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

76. As described above, the actions of Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council, as well as their predecessors and/or successors, agents, contractors, servants, and/or employees, were conducted in a negligent and/or grossly negligent manner.

77. Defendants Diocese of Syracuse's, St. Catherine's Parish's, St. Catherine's School's, and Susquenango Council's actions endangered Plaintiff's safety and caused Plaintiff to fear for his own safety.

78. As a direct and proximate result of Defendants Diocese of Syracuse's, St.

Catherine's Parish's, St. Catherine's School's, and Susquenango Council's actions, which included but were not limited to negligent and/or grossly negligent conduct, Plaintiff suffered the severe injuries and damages described herein, including but not limited to, mental and emotional distress.

79. Liabilities of St. Catherine's Parish were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's Parish stated in this cause of action.

80. Liabilities of St. Catherine's School were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's School stated in this cause of action.

81. Liabilities of Susquenango Council were transferred to, or assumed by, Baden-Powell Council. As a result, Baden-Powell Council is liable to the Plaintiff for the damages caused by Susquenango Council stated in this cause of action.

82. By reason of the foregoing, Defendants Diocese of Syracuse, St. Francis of Assisi, and Baden-Powell Council are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

SIXTH CAUSE OF ACTION

Breach of Duty *in Loco Parentis*

83. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

84. While he was a minor, Plaintiff was entrusted by his parents to the control of Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council, for the purposes of *inter alia*, providing Plaintiff with appropriate guidance and an opportunity to enjoy educational and youth activities under responsible adult supervision. These Defendants owe—and owed—a duty to children entrusted to them to act *in loco parentis* and to prevent foreseeable injuries.

85. Defendants Diocese of Syracuse, St. Catherine's Parish, St. Catherine's School, and Susquenango Council breached their duty to act *in loco parentis*.

86. At all times material hereto, Defendants Diocese of Syracuse's, St. Catherine's Parish's, St. Catherine's School's, and Susquenango Council's actions were willful, wanton, malicious, reckless, negligent, grossly negligent and/or outrageous in their disregard for the rights and safety of Plaintiff.

87. As a direct result of Defendants Diocese of Syracuse's, St. Catherine's Parish's, St. Catherine's School's, and Susquenango Council's conduct, Plaintiff has suffered the injuries and damages described herein.

88. Liabilities of St. Catherine's Parish were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's Parish stated in this cause of action.

89. Liabilities of St. Catherine's School were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's School stated in this cause of action.

90. Liabilities of Susquenango Council were transferred to, or assumed by, Baden-Powell Council. As a result, Baden-Powell Council is liable to the Plaintiff for the damages caused by Susquenango Council stated in this cause of action.

91. By reason of the foregoing, Defendants Diocese of Syracuse, St. Francis of Assisi, and Baden-Powell Council are liable to the Plaintiff, jointly, severally and/or in the alternative liable to the Plaintiff for compensatory damages and for punitive damages, together with interest and costs.

SEVENTH CAUSE OF ACTION

Breach of Statutory Duty to Report Abuse under Soc. Serv. Law §§ 413, 420

92. Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 24 as if fully set forth herein.

93. Pursuant to N.Y. Soc. Serv. Law §§ 413 and 420, Defendant St. Catherine's

School had a statutorily imposed duty to report reasonable suspicion of abuse of children in their care.

94. Defendant St. Catherine's School breached that duty by knowingly and willfully failing to report reasonable suspicion of abuse by Father Madore of children in its care.

95. As a direct and/or indirect result of said conduct, Plaintiff has suffered injuries and damages described herein.

96. Liabilities of St. Catherine's School were transferred to, or assumed by, St. Francis of Assisi. As a result, St. Francis of Assisi is liable to the Plaintiff for the damages caused by St. Catherine's School stated in this cause of action.

97. By reason of the foregoing, Defendant St. Francis of Assisi jointly, severally and/or in the alternative, is liable to Plaintiff for compensatory damages and for punitive damages together with interest and costs.

WHEREFORE Plaintiff demands judgment against the Defendants on each cause of action as follows:

- A. Awarding compensatory damages in an amount to be proved at trial, but in any event in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- B. Awarding punitive damages to the extent permitted by law;
- C. Awarding prejudgment interest to the extent permitted by law;
- D. Awarding costs and fees of this action, including attorneys' fees, to the extent permitted by law;
- E. Awarding such other and further relief as to this Court may seem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: November 4, 2019
New York, New York

Respectfully Submitted,

/s/ Paul J. Hanly, Jr.
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